

David J. Burman (admitted *pro hac vice*)  
Cori G. Moore (admitted *pro hac vice*)  
Eric J. Weiss (admitted *pro hac vice*)  
Nicholas H. Hesterberg (admitted *pro hac vice*)  
Steven D. Merriman (admitted *pro hac vice*)

**PERKINS COIE LLP**

1201 Third Avenue, Suite 4900  
Seattle, WA 98101-3099  
Telephone: 206.359.8000  
Facsimile: 206.359.9000

Joren Bass, Bar No. 208143  
JBass@perkinscoie.com

**PERKINS COIE LLP**

Four Embarcadero Center, Suite 2400  
San Francisco, CA 94111-4131  
Telephone: 415.344.7120  
Facsimile: 415.344.7320

Attorneys for Plaintiff  
Costco Wholesale Corporation

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. 3:07-cv-05944-SC  
MDL No. 1917

This document relates to:

Case No. 3:11-06397-SC

COSTCO WHOLESALE CORPORATION,

Plaintiff,

v.

HITACHI, LTD., et al.,

Defendants.

**DECLARATION OF GEOFF SHAVEY  
IN SUPPORT OF COSTCO'S  
OPPOSITION TO THE PHILIPS  
DEFENDANTS' MOTION TO  
COMPEL ARBITRATION**

1 I, Geoff Shavey, hereby declare as follows:

2 1. I am currently the General Merchandise Manager for Apparel, Jewelry and  
3 Luggage at Costco Wholesale Corporation ("Costco"). I make this declaration based upon my  
4 personal knowledge.

5 2. From 1998 to the fall of 2006, I was a buyer in Costco's Consumer Electronics  
6 Department. In that role, I was responsible for buying consumer electronics for Costco to sell in  
7 its warehouses, including televisions containing cathode ray tubes ("CRTs").

8 3. In the fall of 2006, Costco promoted me to Assistant General Merchandise  
9 Manager ("AGMM") for consumer electronics. My responsibilities in this position included  
10 purchasing computers and computer-related products, such as CRT monitors.

11 4. As both a buyer and an AGMM, I was responsible for purchasing finished  
12 products containing CRTs ("CRT Products") from vendors. In these positions, I became familiar  
13 with the process by which Costco enters into agreements with vendors for the purchase of CRT  
14 Products.

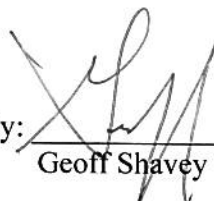

15 5. Before purchasing products for the first time from a vendor, Costco normally  
16 enters into a Basic Vendor Agreement with the vendor. The Basic Vendor Agreement  
17 incorporates by reference Costco's Standard Terms. After a vendor signs a Basic Vendor  
18 Agreement, Costco provides that vendor with a copy of the signed agreement and the current  
19 version of the Standard Terms.

20 6. Costco periodically updates and revises its Standard Terms, and it is Costco's  
21 practice to transmit a cover letter with a copy of the updated terms to all active Costco vendors.  
22 The cover letter informs the vendors that the Standard Terms have been updated and that the  
23 updated Standard Terms replace the previous version of the Standard Terms. At least four  
24 versions of Costco's Standard Terms have been in effect since 1995. Costco updated its Standard  
25 Terms in 1997, 2000, and again in 2004. The 2004 Standard Terms are the current version.

26 7. On December 7, 2012, I testified as Costco's corporate designee during a  
27 deposition conducted by counsel for the Philips Defendants.  
28

1 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
2 knowledge.

3  
4 Executed this 17<sup>th</sup> day of October, 2013, at Issaquah, Washington.

5  
6  
7 By:    
8 Geoff Shavey